

Info Sheet – Breeding Horse Transfer of Ownership

Which horses does this form apply to?

Broodmares and stallions registered to breed with the Australian Stud Book.

When do I have to lodge this form?

Within 7 days of the sale/transfer of ownership of your broodmare or stallion taking place.

How do I lodge this form once completed?

- Email: studbook@racingaustralia.horse
- Post: Racing Australia, The Australian Stud Book, Level 11, 51 Druitt Street, Sydney NSW 2000

What is the fee for lodging this form?

\$55 (GST not applicable) – by VISA, MasterCard or cheque (payable to Racing Australia).

Why do I have to lodge this form?

It is required under AR 305 to enable transparency of owners and traceability of horses throughout their lives to ensure positive welfare outcomes.

Appointment of manager

The incoming manager is the first named person recorded on the form (i.e. owner no. 1). If that owner is a registered syndicate, the syndicate manager is deemed to be the manager. The manager represents the other co-owners in relation to matters concerning the horse and must act in their best interests.

Privacy and personal information

The personal information collected in this form may be used by Racing Australia/Principal Racing Authorities/Racing Integrity Bodies to identify and communicate with breeders/owners and to facilitate the administration of racing and breeding. Further, Racing Australia may provide

- a. an owner's contact details to the manager to enable the manager to contact owners in relation to matters concerning the horse; and
- b. a manager's details to owners to enable owners to contact the manager in relation to matters concerning the horse.

Your personal information may also be used or disclosed by Racing Australia in accordance with its Privacy Policy (<https://www.racingaustralia.horse/AboutUs/PrivacyPolicy.aspx>). The Privacy Policy also sets out how owners can access and seek correction of their personal information, as well as how to make complaints regarding Racing Australia's handling of their personal information.

Fitness and Propriety of Applicants

RA, PRAs and the Stewards may restrict any person from holding an ownership or lease in a horse if, in their opinion, the person is not a fit and proper person to own or lease a horse. For example, unless otherwise permitted by RA, a PRA or the Stewards, a person may not own or lease interest in a horse if they have been convicted of an indictable criminal offence in the last 10 years, convicted of a criminal offence involving violence against a person or dishonest activity in the last 10 years, convicted of an offence under any animal welfare or prevention of animal cruelty legislation in the last 10 years, or if they are an undischarged bankrupt or taking advantage of laws relating to bankruptcy. See AR 36A for further details, including in relation to the ways in which a person can directly or indirectly hold an ownership or lease interest in a horse.

In order to enable enforcement of AR 36A, the terms and conditions of this Breeding Horse Transfer of Ownership form require persons to disclose certain details about their fitness and propriety. Disclosure of any conviction, contravention and bankruptcy must be made prior to a horse registration application being lodged, and within 14 days if any conviction, contravention or bankruptcy matter arises following horse registration. Assessment of this material by RA, a PRA or the Stewards may result in the person having to relinquish their interest in any horses they own (partly or wholly).

If an individual fails to truthfully and correctly (or at all) provide the required information, the application/ registration and any other application/registration concerning the individual may be refused or cancelled or other penalties incurred.

RA/PRA/RIB may also request an individual to provide a National Police Certificate where they suspect the individual has been involved in the commission of a criminal offence.

Stud Book Rules and Rules of Racing

As a condition of this form being accepted, all owners must familiarise themselves with, and agree to be bound by and comply with, the Rules of the Australian Stud Book, Part 14 of the Australian Rules of Racing and the relevant Local Rules, Regulations, By-Laws, Policies and Conditions of the Principal Racing Authority and/or Racing Integrity Body in whose State or Territory the owner resides or carries on the breeding of Thoroughbred horses or in which the horse shall be domiciled.

Terms & Conditions – Breeding Horse Transfer of Ownership

All owners

1. The owner is 18 years old or older.
2. The owner agrees to be bound by and comply with the Rules of the Australian Stud Book, Part 14 of the Australian Rules of Racing and the relevant Local Rules, Regulations, By-Laws, Policies and Conditions of the Principal Racing Authority (PRA) and the Racing Integrity Body (RIB) (where applicable) in whose State or Territory the owner resides or carries on the breeding of Thoroughbred horses or in which the horse shall be domiciled (as amended from time to time).
3. Without limiting any of the rules and regulations referred to in clause 2 above, the owner agrees to refrain from taking any step, or authorising any person to take any step, which may adversely affect the important role that Racing Australia (RA), PRAs, RIBs and Race Clubs play in the administration, promotion and reporting of Thoroughbred racing and breeding and in the provision of racing and breeding materials.
4. The owner warrants that they have notified RA and the relevant PRA/RIB if they have been.
 - a. Convicted of, or have a pending charge against them for, an indictable criminal offence or a criminal offence involving violence against a person or dishonest activity;
 - b. Found or alleged to be in breach of the Australian Rules of Racing, the Local Rules of a PRA, or the rules of any other racing authority of any code;
 - c. Convicted of, or have a pending charge against them for, an offence under any animal welfare/prevention of cruelty to animals legislation; or
 - d. An undischarged bankrupt, or are subject to any allegation that they are taking advantage of laws relating to bankruptcy.and agrees to notify RA and the relevant PRA/RIB within 14 days if, following lodgement of this Breeding Horse Transfer of Ownership form, any of the above occurs.
5. The owner agrees that they may be required by RA, a PRA, a RIB or the Stewards to relinquish their share or interest in the horse (or any other horse) if they satisfy any of the matters referred to in clause 5(a)–(d) above, or if any of RA, a PRA, a RIB or the Stewards otherwise determines, in their opinion, that the owner is not a fit and proper person to own or lease a horse.
6. The owner agrees to provide to RA, a PRA or a RIB:
 - a. a National Police Certificate if requested, provided that RA, the PRA or the RIB (as applicable) has reasonable grounds for suspecting the owner may be, or may have been, involved in the commission of a criminal offence; and
 - b. such other information requested by RA, a PRA or a RIB for the purposes of determining whether the owner is a fit and proper person as required by AR 36A.
7. The owner consents to RA/PRA/RIB providing the owner's contact details to the manager of the horse solely for the purpose of the manager contacting the owner in relation to the horse.
8. The owner consents to any future changes to the ownership composition and structure of the horse if the owner is a remaining owner and there are no changes to the owner's share percentage.
9. If there is a future change to the ownership composition and structure of the horse, the owner consents to the manager signing and/or lodging any Breeding Horse Transfer of Ownership form on behalf of the owner if the owner is a remaining owner and there is no change to the owner's share percentage.
10. The owner agrees that RA/PRA/RIB, to the maximum extent permitted by law, is not liable to make any payment for any claim, loss, damage, liability, cost or expense that may arise from:
 - a. the processing of a Breeding Horse Transfer of Ownership;
 - b. the manager of the horse dealing with the horse (including in respect of a transfer of ownership) on behalf of the owner.
11. The owner agrees that all information provided to RA, PRAs, Stewards, RIBs and Race Clubs is true and correct, and that the owner may be subject to penalty for providing any false or misleading information or failing to disclose any information the owner is required to provide.

Where the owner is the manager

12. The owner (manager) agrees the names listed on the Breeding Horse Transfer of Ownership form fully discloses the true, complete and accurate ownership of the horse.
13. The owner (manager) agrees that before signing and/or lodging a Breeding Horse Transfer of Ownership form on behalf of any remaining owners, the owner (manager) will notify all such owners of the changes to the ownership composition and structure of the horse.
14. The owner (manager) agrees that before signing and/or lodging a Breeding Horse Transfer of Ownership form, the owner (manager) will comply with all obligations under any valid written ownership agreement and will notify all owners of the changes to the ownership composition and structure of the horse.
15. The owner (manager) indemnifies RA/PRA/RIB against any claim, loss, damage, liability, cost or expense that arises from the owner (manager) dealing with the horse (including in respect of a transfer of ownership) on behalf of another person.
16. The owner (manager) consents to RA/PRA/RIB providing the owner's (manager's) contact details to each co-owner of the horse solely for the purpose of the co-owners contacting the owner (manager) in relation to the horse

Horse Name

Date of Birth (dd/mm/yyyy)

Managing Owner's Declaration

As Managing Owner I, _____ declare the details in the Breeding Horse Transfer of Ownership form are true and correct and confirm:

I have notified all remaining owners (being those owners who are neither relinquishing nor acquiring a share in the horse), if any, of the transfer(s) stated on the form.

I have notified all outgoing owners of the transfer(s) stated on the form.

I have complied with my obligations under any valid written ownership agreement in respect of the transfer(s) stated on the form.

Date of sale/transfer of ownership (dd/mm/yyyy)

Sale Price

Signature

***Important:** Under the Australian Rules of Racing, you must provide the horse's sale price. This form will not be processed if the sale price is left blank.

Horses Purchased at an Auction

Please ensure the Auctioneer is on the approved Racing Australia list and that this form is stamped with the Auctioneer's official seal.

Auctioneer Name	Company	Auctioneer's Signature

Outgoing Owners

Only each owner relinquishing their share (or part thereof) in the horse must sign the section below.

Where an owner is relinquishing part of, or increases their share, they must also complete the 'New Owner Details' page and indicate their new share percentage.

Racing Australia may refuse to process the transfer in its discretion if all outgoing owners have not signed below.

	Print Name	Signature	Witness Name	Signature
Owner				
Owner				
Owner				
Owner				
Owner				
Owner				
Owner				

Office Use Only

Entered By

Date Entered (dd/mm/yyyy)

Breeding Horse Transfer of Ownership

New Managing Owner Details

All fields in the relevant parts of the form are required to complete your application. Where information is not provided your application may be refused and or Delayed. Please complete all relevant details using BLOCK letters and black or blue pen.

Horse Name

Date of Birth (dd/mm/yyyy)

Purchase Price (value of your share)

***Important:** Under the Australian Rules of Racing, you must provide the horse's purchase price. This form will not be processed if the purchase price is left blank.

New Managing Owner						
Individual	Syndicate	Company / Stud				
Date of Birth (dd/mm/yyyy)	Mr	Mrs	Miss	Ms	Other	If other, please specify
Surname of Owner / Registered Syndicate Name / Company Name / Stud Name						
Given Names of Owner / Full Name of Registered Syndicate Manager / Company Representative / Stud Representative						
Postal Address						
Suburb	Postcode			State		
Email			Mobile			

Current Horse Location		
Street Address		
Suburb	Postcode	State

***Important:** Under the Australian Rules of Racing, you must provide the location of the horse at the time of this application and the horse's purchase price. This form will not be processed if these fields are left blank.

Declaration		
By signing this form, I declare that I (the owner) have read and agree to the Terms & Conditions - Breeding Horse Transfer of Ownership on page 2 of this form		
Signature Owner 1 (Manager)	Date (dd/mm/yyyy)	Share %

Payment Details			
The fee to transfer the ownership of a horse is \$55			
Payment options: VISA, MasterCard, cheque (payable to Racing Australia Limited).			
Cardholder's Signature	Cardholder's Name	Card Number (VISA or MasterCard only)	
	Expiry /	CVN	Total Amount \$

Please forward payment with the completed Breeding Horse Transfer of Ownership form to Racing Australia

Breeding Horse Transfer of Ownership

New Owner Details

(Only to be completed when the Managing Owner is changing, or where the share percentage of the existing Managing Owner is changing in any way.)

All fields in the relevant parts of the form are required to complete your application. Where information is not provided your application may be refused and or Delayed. Please complete all relevant details using BLOCK letters and black or blue pen.

Horse Name

Date of Birth (dd/mm/yyyy)

Purchase Price (value of your share)

***Important:** Under the Australian Rules of Racing, you must provide the horse's purchase price. This form will not be processed if the purchase price is left blank.

Owner No.	Individual	Registered Syndicate	Company / Stud
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Date of Birth (dd/mm/yyyy)

Mr

Mrs

Miss

Ms

Other

If other, please specify

Surname of Owner / Registered Syndicate Name / Company Name / Stud Name

Given Names of Owner / Full Name of Registered Syndicate Manager / Company Representative / Stud Representative

Postal Address

Suburb

Postcode

State

Email

Mobile

Declaration

By signing this form, I declare that I (the owner) have read and agree to the Terms & Conditions - Breeding Horse Transfer of Ownership on page 2 of this form

Owner Signature

Date (dd/mm/yyyy)

Share

%